

**In the United States District Court
For the Southern District of Illinois**

Jenny's Uniforms Inc., an Illinois corporation,)	
)	
Plaintiff,)	
)	
v.)	Case No. 15-cv-1235
)	
Amco Insurance Company, an Iowa corporation,)	
)	
)	
Defendant.)	

Complaint for Declaratory Judgment

1. This court has subject matter jurisdiction under 28 USC 1332(a). The plaintiff, Jenny's Uniforms Inc., is an Illinois corporation (Jenny's) with its principal place of business in Illinois. The defendant, Amco Insurance Company (Amco) is an Iowa corporation organized and existing under the laws of Iowa, and Iowa is its principal place of business. The amount in controversy, exclusive of interest and costs, exceeds the sum of \$75,000.

2. This complaint for declaratory judgment is brought under 28 USC 2201(a) as there is an actual controversy between the parties as to the proper interpretation of a policy of insurance issued by Amco that insured Jenny's against the risk of specified property loss including fire.

3. Jenny's is insured by Amco under policy number **ACP BPR 7126242582** (the Policy) (Ex 1-000005) against the risk of loss by fire. The relevant provisions of the policy are attached to this complaint as Exhibit 1, namely: the Common Declarations (pages 1-2)(Ex 1-000002-3), Property Declarations (pages 1-2)(Ex 1-000005-6), Property Coverage Form (pages 1-2)(Ex 1-000008-9), and Duties in the Event of Loss or Damage (pages 28-38)(Ex 1-00011-21).

4. The controversy between the parties is whether Jenny's is required to produce Clayton Litton, an officer but not an employee of Jenny's, for an examination under oath under the Property Loss Conditions of the Policy. Jenny's position is that there is no provision in the Policy that requires such and Amco's position is that the Policy does require such. Amco will not go forward with Jenny's claim under the Policy for a fire loss to the insured premises that occurred September 25, 2015 unless Jenny's produces Clayton Litton for such an examination.

5. The only named insured under the Policy is "**Jenny's Uniforms Inc.**" (Ex 1-000002-3).

6. Section E.3 a. of the Property Loss Conditions of the Policy provides:

You must see that the following are done in the event of loss or damage to Covered Property. (Ex-000011)

7. Section E.3.b. provides:

We may examine any **insured** or their **employee** under oath... (Ex 1-000012)

8. Section H, the Property Definitions, provides:

The terms "you", "your", "we", "us", "our", and "**insured**" are defined in the Preamble of this Coverage Form. (Ex 1-000021)

9. The Preamble provides:

Throughout this policy the words "you" and "your" refer to the **Named Insureds** shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance. (Ex 1-000009)

10. The Policy requires that Jenny's cooperate in the investigation (Ex 1-000012) of the September 25, 2015 fire loss and Jenny's has and will cooperate in every respect required of it under the Policy including presenting Clayton Litton for an examination under oath if this court finds that the Policy requires that he be so examined.

11. The applicable provision of the Policy, Section E. 3.b. (Ex 1-000012) provides that only an insured, and as defined in the Policy that is only the named insured, and any employee of the insured is required to submit to an examination under oath by the insurer.

12. Clayton Litton was not an employee of Jenny's at the time of the fire loss at the insured premises nor has he ever been an employee of Jenny's.

Therefore, plaintiff requests that this court enter a declaratory judgment finding that there is nothing in the policy of insurance issued by the defendant that is the subject of this action that requires the plaintiff to submit Clayton Litton for an examination under oath and also order the defendant to adjust this claim in the ordinary course of business absent the sworn statement of Clayton Litton.

Respectfully submitted,

Jenny's Uniforms Inc., Plaintiff

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